

SUBCONTRACT BETWEEN THE COUNTY OF COLUSA
AND THE 4-M WATER DISTRICT
PROVIDING FOR RESALE OF WATER UNDER CONTRACT BETWEEN
THE UNITED STATES OF AMERICA AND THE COUNTY OF COLUSA

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1 [3rd] WHEREAS, Article 39 of the Master Contract states:

2 “The Contractor [the County] may enter into subcontracts with Member Units for the
3 resale and distribution of water furnished pursuant to this Contract within the Contractor’s
4 Service Area. Each such Member Unit subcontract shall be subject to the obligations and
5 limitations imposed, and to the rights granted, by this Contract and shall so provide. The terms
6 and conditions of each Member Unit’s subcontract shall be approved by the Contracting Officer
7 prior to the execution of such Member Unit subcontract, which approval shall be limited to a
8 determination that the subcontract is consistent with the provisions of this Contract. Nothing
9 herein or therein contained shall be deemed in any way to release the Contractor from its primary
10 liability to the United States hereunder with respect to each and all of the obligations undertaken
11 by the Contractor in this Contract.”; and

12 [4th] WHEREAS, the Member Unit is a public agency within the County’s service area
13 organized for the purpose of obtaining a water supply from the Tehama-Colusa Canal and is
14 eligible to enter into a subcontract within the meaning of Article 39 of the Master Contract; and

15 [5th] WHEREAS, the Member Unit and the County have previously entered into and
16 performed under subcontracts between them for the resale and delivery by the County to
17 Member Unit of up to 5,700 acre-feet annually of Central Valley Project Water that the County
18 had rights to receive under its prior Master Contract with the United States (Contract No. 14-06-
19 200-8310A), dated November 18, 1975, and the interim renewal contracts related thereto; and

20 [6th] WHEREAS, there is a present and potential need for water in the amount of 5,700
21 acre-feet annually for irrigation and/or municipal and industrial purposes within the boundaries of
22 the Member Unit, and that such a water supply to meet these present and potential needs can be
23 made available by and through the works constructed by the United States; and

1 [7th] WHEREAS, upon motion duly made and seconded, the Board of Supervisors of
2 the County voted unanimously, at a regular meeting thereof on June 20, 1978, to approve the
3 resale to the Member Unit by subcontract of 5,700 acre-feet of the County's annual entitlement
4 of 20,000 acre-feet of water pursuant to the Master Contract, subject to the prior approval of the
5 Contracting Officer as defined in the Master Contract; and

6 [8th] WHEREAS, said Contracting Officer has given advance consent to and approval
7 of the form, terms, and conditions of the Subcontract between the County and the Member Unit.

8 NOW, THEREFORE, in consideration of the mutual and dependent covenants herein
9 contained, it is hereby mutually agreed by the parties hereto as follows:

10 INCORPORATION OF TERMS OF MASTER CONTRACT

11 1. This Subcontract is entered into pursuant to Article 39 of the Master Contract and
12 subject to the terms, conditions, obligations, and limitations imposed by the Master Contract
13 unless specifically provided to the contrary herein.

14 RESALE OF WATER

15 2. The County hereby resells to the Member Unit a quantity of water up to 5,700
16 acre-feet of the 20,000 acre-feet of water to which the County is annually entitled pursuant to
17 Article 3 of the Master Contract. The Member Unit will not be liable to the County for
18 administrative or other charges in connection with said resale of water.

19 POINTS OF DELIVERY--OPERATION AND MAINTENANCE
20 OF PUMPING PLANTS BY MEMBER UNITS

21 3. The water to be furnished to the Member Unit pursuant to this Subcontract shall
22 be delivered at approved turnouts on the Tehama-Colusa Canal and any additional point or points
23 of delivery either on the Tehama-Colusa Canal or another location or locations mutually agreed
24 to in writing by the Contracting Officer and the Contractor.

1 ASSUMPTION OF ADMINISTRATIVE RESPONSIBILITIES BY MEMBER UNIT

2 4. The Member Unit, rather than the County, shall perform the following
3 administrative responsibilities with respect to the resale of water pursuant to this Subcontract:

4 (a) The Member Unit shall submit water use schedules to the United States in
5 the manner provided for in Article 4 of the Master Contract;

6 (b) The Member Unit shall make payment, on behalf of the County, to the
7 United States for water furnished pursuant to the Subcontract and in the manner and at the rates
8 provided for in Article 7 of the Master Contract. The County shall return to the Member Unit
9 any refund resulting from adjustments pursuant to Article 7 of the Master Contract.

10 (c) The Member Unit, on behalf of the County, shall pay interest on
11 delinquent payment for water furnished pursuant to this Subcontract in the manner provided for
12 in Article 20 of the Master Contract.

13 (d) The Member Unit, on behalf of the County, shall establish and maintain
14 the books, records, and reports pertaining to the Member Unit's financial transactions, land use
15 and crop census, water use, and other matters in the manner provided in Article 30 of the Master
16 Contract.

17 TERM OF SUBCONTRACT

18 5. The term of this Subcontract shall be the same as the term of the Master Contract.

19 CONTRACTS FOR RESALE OF WATER

20 6. The Member Unit may enter into contracts, transfers, or exchanges of water
21 furnished pursuant to this Subcontract in the manner provided for in Article 9 of the Master
22 Contract.

1 Northern California Area Office, Bureau of Reclamation, 16349 Shasta Dam Boulevard, Shasta
2 Lake, California 96019, on behalf of the United States; to the Board of Supervisors, County of
3 Colusa, 546 Jay Street, Colusa, California 95932, on behalf of the County; and to the Board of
4 Directors, P.O. Box 338, Maxwell, California 95955, on behalf of the Member Unit. The
5 designation of the addressee or the address may be changed by notice given in the same manner
6 as provided in this Article for other notices.

7 ASSIGNMENT LIMITED--SUCCESSORS AND ASSIGNS OBLIGATED

8 11. (a) The provisions of this Subcontract shall apply to and bind the successors
9 and assigns of the parties hereto, but no assignment or transfer of this Subcontract or any right or
10 interest therein shall be valid until approved in writing by the Contracting Officer.

11 (b) The assignment of any right or interest in this Subcontract by either party
12 shall not interfere with the rights or obligations of the other party to this Subcontract absent the
13 written concurrence of said other party.

14 (c) The Contracting Officer shall not unreasonably condition or withhold his
15 approval of any proposed assignment.

16 OFFICIALS NOT TO BENEFIT

17 12. No Member of or Delegate to Congress, Resident Commissioner, or official of the
18 Member Unit shall benefit from this Subcontract other than as a water user or landowner in the
19 same manner as other water users or landowners.

20 CONFIRMATION OF SUBCONTRACT

21 13. The Member Unit, upon execution of this Subcontract, shall promptly secure a
22 final decree of the proper court of the State of California, if appropriate, approving and
23 confirming this Subcontract and decreeing and adjudging it and the apportionment of the benefits

1 made thereunder to be lawful, valid, and binding on the Member Unit. The Member Unit shall
2 furnish to the County and the United States a certified copy of such decree and pertinent
3 supporting records or a document describing why securing such a decree was unnecessary.

4 AMENDMENTS OF MASTER CONTRACT

5 14. The County and the Member Unit agree that neither party will take any action,
6 without the prior written consent of the other party, which would result in an amendment to the
7 Master Contract or this Subcontract which would increase the rates of payment for or the amount
8 of water furnished pursuant thereto.

